

EXHIBIT 7

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<p>1 CONFIDENTIAL</p> <p>2 2020.)</p> <p>3 Q. And Mr. Gaffney, did you review the</p> <p>4 Complaint in the Second Action before it was filed?</p> <p>5 A. Yes, I did.</p> <p>6 Q. And did you check to make sure each and</p> <p>7 every allegation was true?</p> <p>8 A. Yes, I did.</p> <p>9 Q. Okay.</p> <p>10 MS. RUTHERFORD: Can we now have</p> <p>11 Number four, Andrew?</p> <p>12 These are the exhibits to the</p> <p>13 Complaint in the Second Action.</p> <p>14 And can we mark this?</p> <p>15 THE COURT REPORTER: Yes. This</p> <p>16 would be Number seven.</p> <p>17 MS. RUTHERFORD: Thank you.</p> <p>18 (Whereupon, Exhibits</p> <p>19 - 2nd Action was</p> <p>20 marked as Exhibit 7</p> <p>21 for identification,</p> <p>22 as of November 20th,</p> <p>23 2020.)</p> <p>24 MS. RUTHERFORD: And can you give</p> <p>25 me control, please?</p>	<p>1 CONFIDENTIAL</p> <p>2 what I should be looking for; yeah.</p> <p>3 Q. Okay.</p> <p>4 A. But he was not --</p> <p>5 He was in California. I'm in Jersey, and</p> <p>6 you know, I was doing the -- the -- the research</p> <p>7 here.</p> <p>8 Q. Okay. So, how did you know which</p> <p>9 documents to search for?</p> <p>10 A. Pardon me?</p> <p>11 Q. How did you know which documents to search</p> <p>12 for?</p> <p>13 A. Well, we targeted the images that were</p> <p>14 infringed upon.</p> <p>15 Q. Okay. Did you --</p> <p>16 And then what documents did you look for</p> <p>17 in connection with that?</p> <p>18 A. Wait, run that question by me again.</p> <p>19 Q. I'll ask a different question.</p> <p>20 Mr. Gaffney, have you seen MAE and ABG as</p> <p>21 Written Requests for Documents?</p> <p>22 A. I'm not sure if I've seen their requests.</p> <p>23 Q. Okay.</p> <p>24 A. I was --</p> <p>25 I was just trying to do research, and</p>
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<p>1 CONFIDENTIAL</p> <p>2 Whoops. I'll scroll through.</p> <p>3 There's three photos. Keep</p> <p>4 scrolling through to the end, and back</p> <p>5 up to the top. Okay.</p> <p>6 Okay. I'm done with these exhibits</p> <p>7 for now, Andrew. Thank you.</p> <p>8 Q. Okay. Mr. Gaffney, you produced documents</p> <p>9 in connection with this litigation, correct?</p> <p>10 A. Yes.</p> <p>11 Q. Were you involved in searching for those</p> <p>12 documents?</p> <p>13 A. Yes, I was.</p> <p>14 Q. Was anyone else involved in searching for</p> <p>15 documents?</p> <p>16 A. No, not --</p> <p>17 Well, I mean, I was --</p> <p>18 I was working with a forensic expert, with</p> <p>19 Jefferson Sedlik; he's the photo expert, copyright</p> <p>20 expert that I worked with in producing the</p> <p>21 discovery, or producing the research, I should say.</p> <p>22 Q. Okay. And did he help you search for</p> <p>23 documents?</p> <p>24 A. No, he didn't --</p> <p>25 He didn't help me. He helped guide me on</p>	<p>1 CONFIDENTIAL</p> <p>2 find, like information regarding -- regarding the --</p> <p>3 the photographs.</p> <p>4 Q. Did anyone, other than Mr. Sedlik, provide</p> <p>5 instructions on which documents to search for?</p> <p>6 A. No.</p> <p>7 Q. Okay.</p> <p>8 A. I worked exclusively with him; he's the</p> <p>9 expert.</p> <p>10 Q. Okay. Mr. Gaffney, are you currently</p> <p>11 employed?</p> <p>12 A. I'm in a retirement phase, but I'm still</p> <p>13 working on exhibitions, and film documentaries, and</p> <p>14 I'm involved with print sales; yes.</p> <p>15 Q. Okay.</p> <p>16 A. But I'm not a shooting photographer, as</p> <p>17 far as what my business was.</p> <p>18 Q. Okay. And the sales and exhibitions, do</p> <p>19 those all relate to your own photographs?</p> <p>20 A. Repeat the question again. I missed the</p> <p>21 first part.</p> <p>22 Q. The sales and exhibitions, do those relate</p> <p>23 to your own photographs?</p> <p>24 A. Yes.</p> <p>25 Q. Are you involved in any sales or</p>

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<p>1 CONFIDENTIAL</p> <p>2 information for this chart that we're looking at --</p> <p>3 A. Right.</p> <p>4 Q. -- you're saying --</p> <p>5 You're referencing some other chart of</p> <p>6 exhibitions; is that correct?</p> <p>7 A. I -- I --</p> <p>8 When I was formulating all of this</p> <p>9 information, I -- I set -- set the images according</p> <p>10 to the exhibitions I was in; yes. So -- and then</p> <p>11 that information was drafted onto here.</p> <p>12 Q. Okay. And when you --</p> <p>13 Were you referencing any sale documents;</p> <p>14 for example, a bill of sale or a receipt, when you</p> <p>15 provided this information in the Date of First</p> <p>16 Publication column?</p> <p>17 A. You know, I believe I was through the</p> <p>18 invoices that came out of the Chelsea show; I</p> <p>19 believe that's the way I did it.</p> <p>20 Q. When did you first create this chart?</p> <p>21 When did you provide the information in</p> <p>22 this chart?</p> <p>23 A. Oh, last --</p> <p>24 Probably almost a year ago.</p> <p>25 Q. All right. The last new date --</p>	<p>1 CONFIDENTIAL</p> <p>2 Q. Okay. And so the date here you see is</p> <p>3 January 17th, 2012. I managed to make it a little</p> <p>4 bit bigger. Do you see that?</p> <p>5 A. Yes, I see it.</p> <p>6 Q. Okay. What's the significance of that</p> <p>7 date?</p> <p>8 A. Well, it's either an exhibition, or a sale</p> <p>9 of a print through San Francisco Art Exchange, or</p> <p>10 Saatchi Art; they're selling my prints.</p> <p>11 Q. Okay. Do you have copies of all of the</p> <p>12 receipts from the sale of your prints?</p> <p>13 A. Yes, most of them.</p> <p>14 Q. Okay. Did you give them to your attorney?</p> <p>15 A. Yes.</p> <p>16 MS. RUTHERFORD: Those were not</p> <p>17 produced to us, Mr. Allen, so that will</p> <p>18 be in my letter as well.</p> <p>19 (Request for</p> <p>20 production.)</p> <p>21 A. Okay. We have those. Those are on file.</p> <p>22 MS. RUTHERFORD: Okay.</p> <p>23 MR. ALLEN: I don't know, Jessica,</p> <p>24 if those were covered by any of the</p> <p>25 requests for production. So, if we do,</p>
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<p>1 CONFIDENTIAL</p> <p>2 A. I don't --</p> <p>3 You know what, I mean, I can check that,</p> <p>4 but I --</p> <p>5 I started working on researching it for</p> <p>6 Jefferson Sedlik, the photo expert, and we just</p> <p>7 moved forward from there. I don't --</p> <p>8 My timeline's a little bit -- a little bit</p> <p>9 off. I'm not accurate on the -- on the dates,</p> <p>10 but --</p> <p>11 Q. Okay. So, the last date that's new here</p> <p>12 is January 17th, 2012; that's Ali 95. Do you see</p> <p>13 that?</p> <p>14 A. Ali 95 --</p> <p>15 It just goes down to 85. I can't move it</p> <p>16 down further.</p> <p>17 Q. There isn't an 85. There's a 95. That's</p> <p>18 Ali with hand on head after a loss.</p> <p>19 A. Oh, okay. Yeah. I'm sorry.</p> <p>20 Q. I know. It's hard to read. It's --</p> <p>21 Sorry about that.</p> <p>22 A. Okay. Ali --</p> <p>23 Q. Let me see if I can make it bigger.</p> <p>24 A. Okay. Ali 95. Yeah. That's when he lost</p> <p>25 to Spinks.</p>	<p>1 CONFIDENTIAL</p> <p>2 we're happy to produce them. If not, we</p> <p>3 obviously would request that you provide</p> <p>4 new requests for production.</p> <p>5 MS. RUTHERFORD: They were</p> <p>6 included. We asked for all documents</p> <p>7 related to the Date of First</p> <p>8 Publication, and documents related to</p> <p>9 any sale or license, if --</p> <p>10 Q. Okay. I want to --</p> <p>11 MS. RUTHERFORD: We're done with</p> <p>12 that exhibit. Thank you, Andrew.</p> <p>13 Q. Now, Mr. --</p> <p>14 You mentioned --</p> <p>15 Let me ask you this; are you familiar with</p> <p>16 Bill and Maureen Dubrot?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And you know them to own a company</p> <p>19 called Land of Legends; is that right?</p> <p>20 A. That's correct.</p> <p>21 Q. Okay. You signed an agreement with them</p> <p>22 on June 6th, 1997?</p> <p>23 A. That's correct.</p> <p>24 Q. Okay.</p> <p>25 MS. RUTHERFORD: Andrew, can we</p>

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<p>1 CONFIDENTIAL</p> <p>2 that this was one of the people that I dealt with.</p> <p>3 It didn't work out, but, you know, I brought it</p> <p>4 forward, to keep it honest.</p> <p>5 Q. Okay. Again, I'm trying to get a date</p> <p>6 when you retrieved the slides.</p> <p>7 A. Not --</p> <p>8 I can't --</p> <p>9 (Simultaneous</p> <p>10 speaking.)</p> <p>11 Q. Can you give me --</p> <p>12 A. Jessica, I can't remember. All I know</p> <p>13 was, it was a very short period of time. I think,</p> <p>14 you know, somewhere in the period of a month, maybe</p> <p>15 sooner than that. It was a very bad period for me.</p> <p>16 It was the first time I had tried anything, and it</p> <p>17 was not successful, and I wanted to end it, and get</p> <p>18 my images back, and not be -- not be bothered with</p> <p>19 this person.</p> <p>20 Q. Okay. So, if it all happened within a</p> <p>21 month, that would mean sometime in the month of</p> <p>22 October, you probably got the images back; fair,</p> <p>23 given that you signed the Agreement in September?</p> <p>24 A. I would --</p> <p>25 I mean, I'm --</p>	<p>1 CONFIDENTIAL</p> <p>2 A. Written or attached in a label, on a label</p> <p>3 that was attached to the slide.</p> <p>4 Q. Okay. I'm just curious; if this all</p> <p>5 happened in a month, how many prints did you expect</p> <p>6 Land of Legends to sell within a month?</p> <p>7 A. Well, that wasn't the point. The point</p> <p>8 was, he was terrible to deal with, communication,</p> <p>9 everything else, and, you know, my expectation was</p> <p>10 that he be forthright with me, and keep me -- keep</p> <p>11 me posted on what was going on with the --</p> <p>12 He was doing his show, and it just seemed</p> <p>13 not a workable situation.</p> <p>14 Q. Okay.</p> <p>15 A. So, whether or not it was a month, or two</p> <p>16 months, it was not a -- not a productive period. He</p> <p>17 did not report back to me any sales and, you know,</p> <p>18 he failed on the fulfillment of the contract as far</p> <p>19 as his promises for -- for, you know, for promotion</p> <p>20 and marketing.</p> <p>21 Q. Okay. I don't see anything about</p> <p>22 promotion or anything. What was his promises with</p> <p>23 respect to promotion and marketing?</p> <p>24 A. Pardon me?</p> <p>25 Q. I don't see anything in this written</p>
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<p>1 CONFIDENTIAL</p> <p>2 I totally don't remember accurately. So,</p> <p>3 I'm going to tell you I don't remember how long the</p> <p>4 period of time it was that, you know, it was</p> <p>5 determined that it wasn't working out for me, and I</p> <p>6 wanted to protect the images, so I got them back.</p> <p>7 Q. Okay. And the slides, did those have</p> <p>8 copyright notices on them?</p> <p>9 A. Yes.</p> <p>10 Q. How was that printed?</p> <p>11 A. How were the slides printed?</p> <p>12 Q. No; how were the copyright notice printed</p> <p>13 on the --</p> <p>14 (Simultaneous</p> <p>15 speaking.)</p> <p>16 A. Oh, it was attached to the slides with</p> <p>17 a -- you know, it was a small, "c, Michael Gaffney,"</p> <p>18 probably, "all rights reserved."</p> <p>19 Q. Okay.</p> <p>20 A. You know, pretty much identifying that</p> <p>21 there was a copyright with it.</p> <p>22 Q. Okay. You think that was written on</p> <p>23 the -- on the frame of the slide?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. Now --</p>	<p>1 CONFIDENTIAL</p> <p>2 Agreement about promotion and marketing. My</p> <p>3 question to you is what were his promises with</p> <p>4 respect to promotion and marketing?</p> <p>5 A. Well, he would, I guess promote these</p> <p>6 at --</p> <p>7 I guess he was hosting boxing events,</p> <p>8 celebrity signings. Um, I didn't know much about</p> <p>9 his business, but, you know, as far as my</p> <p>10 expectation of what he was going to produce for me,</p> <p>11 he -- he avoided all conversations about everything</p> <p>12 he was doing. He was very difficult to get in touch</p> <p>13 with, seemed to be elusive, didn't return phone</p> <p>14 calls, and I just had several arguments with him,</p> <p>15 and was not satisfied with the whole business of</p> <p>16 his -- business operation, and ended it.</p> <p>17 Q. Okay. You mentioned that he was doing a</p> <p>18 show; was that, like an exhibition of photographs?</p> <p>19 A. No, it wasn't an exhibition. He was</p> <p>20 doing --</p> <p>21 He would have events where he would</p> <p>22 have --</p> <p>23 I didn't know his business all that well.</p> <p>24 So, speaking off the top of my head here, but, as</p> <p>25 far as I knew, he was having celebrity signature</p>

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<p>1 CONFIDENTIAL</p> <p>2 contests, celebrity signings, and he'd have boxers</p> <p>3 in, and then he would sell his merchandise, and</p> <p>4 photographs, and when I -- when I --</p> <p>5 When I talked to him, he was very elusive,</p> <p>6 and it just didn't work out.</p> <p>7 Q. Okay. And at these shows, did he offer</p> <p>8 any of these -- any of the Muhammad Ali prints?</p> <p>9 A. Did he offer them? I have no idea. I</p> <p>10 don't know what he did.</p> <p>11 Q. Okay.</p> <p>12 A. The point I'm trying to make here is, this</p> <p>13 was a unsuccessful deal that went bad, so I got my</p> <p>14 stuff back and that was the end of it.</p> <p>15 Q. Understood. And so you said he didn't</p> <p>16 report any sales. Do you think that he made sales</p> <p>17 and just failed to report them to you?</p> <p>18 A. I don't know. I have no idea. All I know</p> <p>19 is he wasn't -- he wasn't -- he wasn't --</p> <p>20 He wasn't forthright and honest with me</p> <p>21 and to the point where, you know, I asked him for</p> <p>22 reports; never got anything.</p> <p>23 And so I said, you know, "we're done." I</p> <p>24 don't want to deal with somebody who can't be honest</p> <p>25 with me; I'm honest with them, and that was the end</p>	<p>1 CONFIDENTIAL</p> <p>2 wasn't -- you know. I think it's a lot different</p> <p>3 now; you can track everything, but, you know, back</p> <p>4 then, I don't know if he had an Internet presence or</p> <p>5 not. I don't even think I was on email back then,</p> <p>6 so --</p> <p>7 Q. Okay. Let's see. If he had the sales</p> <p>8 sheet with ten images on it, could he make prints</p> <p>9 from that?</p> <p>10 A. From the sale sheet? Could he make prints</p> <p>11 from the sale sheet?</p> <p>12 Q. Yeah.</p> <p>13 A. No. Not --</p> <p>14 I mean, the quality would be off; nobody</p> <p>15 would buy a print like that.</p> <p>16 Q. Okay.</p> <p>17 MS. RUTHERFORD: Okay. I think</p> <p>18 we're done with that exhibit. Thank</p> <p>19 you.</p> <p>20 Q. I want to ask you about your book, The</p> <p>21 Champ: My Year With Muhammad Ali.</p> <p>22 A. Okay.</p> <p>23 Q. You published that book yourself in 2012,</p> <p>24 correct?</p> <p>25 A. Correct.</p>
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<p>1 CONFIDENTIAL</p> <p>2 of it. So, do I know if he made a sale? No. I</p> <p>3 didn't know anything.</p> <p>4 He didn't report anything back to me at</p> <p>5 all. If he did or he didn't, I have no idea at all.</p> <p>6 Q. Okay. How many shows took place between</p> <p>7 the time that you gave him the slides and the time</p> <p>8 that you took them back?</p> <p>9 A. How many shows --</p> <p>10 Explain yourself there.</p> <p>11 Q. Well, you mentioned that he was doing</p> <p>12 these shows with boxers and celebrity signings, I'm</p> <p>13 wondering how many of those took place between the</p> <p>14 time that you delivered the slides to him and the</p> <p>15 time that you took them back?</p> <p>16 A. I -- I don't know the answer to that. I'm</p> <p>17 being candid here. I don't know if he had one show</p> <p>18 or five shows, or whatever. I don't know. That was</p> <p>19 part of the problem. I didn't --</p> <p>20 I wasn't getting information back from</p> <p>21 him, and so -- and so I really don't know what he</p> <p>22 was doing.</p> <p>23 Q. Okay.</p> <p>24 A. And I -- I don't even know if he was on</p> <p>25 the Internet back then. I don't know. There</p>	<p>1 CONFIDENTIAL</p> <p>2 Q. And why did you decide to publish the book</p> <p>3 yourself in 2012?</p> <p>4 A. Well, I was exhibiting --</p> <p>5 You want the full story? I was exhibiting</p> <p>6 in London, and I was being interviewed at a radio</p> <p>7 station, and the last thing that they asked me</p> <p>8 during the interview was, "so, do you have a book</p> <p>9 you're going to promote?"</p> <p>10 And I said, "no, but I'm working on one,"</p> <p>11 and, Joanna was out in the sound stage after the</p> <p>12 interview and she said, "so when did you start the</p> <p>13 book?"</p> <p>14 And I said, "right now," so I started the</p> <p>15 book.</p> <p>16 I'll tell you what happened; I didn't</p> <p>17 realize the popularity of Muhammad Ali until I went</p> <p>18 to London, and it was a magnificent show, and</p> <p>19 magnificent turnout. We had boxers coming in. It</p> <p>20 was just a tremendous exhibition, and the greatest</p> <p>21 influence for me was, I need to put my story</p> <p>22 together on my -- on my adventure -- my experience</p> <p>23 with Muhammad Ali, and so that's what I did.</p> <p>24 So, I started working on it. Took me a</p> <p>25 couple of years to do, and, you know, that's what</p>

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<p>1 CONFIDENTIAL</p> <p>2 said, "real estate," but whatever.</p> <p>3 Q. I'm just referring to -- right here, to</p> <p>4 the provision 1.1.2, which calls it:</p> <p>5 "Themed real estate projects." Okay.</p> <p>6 Let's look at the document that is Bates numbered</p> <p>7 203 to 206, please.</p> <p>8 Can I have --</p> <p>9 Do you recognize this document, Mr.</p> <p>10 Gaffney? Do you need me to scroll through it?</p> <p>11 A. Yeah, it's the Agreement with -- when ABG</p> <p>12 took over.</p> <p>13 Q. Okay. So, ABG now controls --</p> <p>14 It says, "ABG now controls MAE</p> <p>15 photographer agreements, including your Agreement</p> <p>16 with MAE," right?</p> <p>17 A. Right.</p> <p>18 Q. Okay. And let's see, can I get control?</p> <p>19 I'll scroll down the bottom. This is your</p> <p>20 signature, correct?</p> <p>21 A. Yes.</p> <p>22 Q. And then there's some contact information,</p> <p>23 and then there appears to be another signature page.</p> <p>24 A. Okay.</p> <p>25 Q. This time dated July 12th, 2014; is that</p>	<p>1 CONFIDENTIAL</p> <p>2 Q. Okay. And the next --</p> <p>3 MS. RUTHERFORD: Can we mark this</p> <p>4 as the next exhibit, please?</p> <p>5 (Whereupon, Bates 153</p> <p>6 to 154 was marked as</p> <p>7 Exhibit 15 for</p> <p>8 identification, as of</p> <p>9 November 20th, 2020.)</p> <p>10 Q. So, this document that you signed, this</p> <p>11 amends the License Agreement that we were just</p> <p>12 looking at, correct?</p> <p>13 A. Yes; that's right, yes.</p> <p>14 Q. Okay. The next document. Let's see, on</p> <p>15 January 14th, 2015, you sent MAE a Proposal,</p> <p>16 correct?</p> <p>17 A. That's correct.</p> <p>18 Q. That --</p> <p>19 A. Do you have that document?</p> <p>20 Q. Yeah. We're going to look at the</p> <p>21 document; that's Bates numbered 153 to 154.</p> <p>22 A. Okay.</p> <p>23 MS. RUTHERFORD: Can I have control</p> <p>24 please?</p> <p>25 THE WITNESS: Pardon me?</p>
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<p>1 CONFIDENTIAL</p> <p>2 your signature?</p> <p>3 A. Yes. It is.</p> <p>4 Q. Okay. And this --</p> <p>5 But the first time you signed on this</p> <p>6 page, which is Bates number 204, it -- it's --</p> <p>7 A. 204.</p> <p>8 Q. It looks like the time dated January 24th,</p> <p>9 2014; do you see that there? There appears to be</p> <p>10 two signature pages.</p> <p>11 A. Yeah.</p> <p>12 Q. The second document is January 24th --</p> <p>13 (Simultaneous</p> <p>14 speaking.)</p> <p>15 A. I think they were in the process of</p> <p>16 negotiating a deal with MAE to buy it.</p> <p>17 Q. Okay. So --</p> <p>18 A. And they wanted to --</p> <p>19 They wanted to ascertain what -- if they</p> <p>20 had all the photographs.</p> <p>21 Q. Well, you signed the document twice,</p> <p>22 right?</p> <p>23 A. Right.</p> <p>24 Q. Is isn't that right?</p> <p>25 A. Yes.</p>	<p>1 CONFIDENTIAL</p> <p>2 MS. RUTHERFORD: I just asked for</p> <p>3 control.</p> <p>4 THE WITNESS: Oh.</p> <p>5 Q. My question for you is, is this a copy</p> <p>6 of -- of the proposal that you made to MAE on</p> <p>7 January 14th, 2015?</p> <p>8 A. Mh-hm.</p> <p>9 Q. Is that a yes?</p> <p>10 A. That's --</p> <p>11 That's correct.</p> <p>12 Q. Okay.</p> <p>13 MS. RUTHERFORD: Can we mark this</p> <p>14 as an exhibit, please?</p> <p>15 (Whereupon, a Letter</p> <p>16 was marked as Exhibit</p> <p>17 14 for</p> <p>18 identification, as of</p> <p>19 November 20th, 2020.)</p> <p>20 Q. And what was your purpose for sending this</p> <p>21 letter?</p> <p>22 A. Well, this was January 14th. The contract</p> <p>23 was set to expire at the end of the month,</p> <p>24 January 31st, and I attempted to renegotiate the</p> <p>25 contract with Jasen Wright for a new contract.</p>

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<p>1 CONFIDENTIAL</p> <p>2 Q. Okay. And --</p> <p>3 And the terms that you proposed were for a</p> <p>4 buyout, correct?</p> <p>5 A. That was part of the -- part of the deal;</p> <p>6 yeah.</p> <p>7 Q. Okay. It says here.</p> <p>8 "The entire Collection is being offered to</p> <p>9 ABG for the buyout fee of \$100,000, which would</p> <p>10 assign all rights of ownership to ABG for the sale</p> <p>11 to licensees of all products, services, promotional</p> <p>12 uses assigned by ABG for all time with the following</p> <p>13 exceptions."</p> <p>14 And when it says, "The entire Collection,"</p> <p>15 it's referring to 86 photographs of Muhammad Ali</p> <p>16 that are presently listed, and 25 additional</p> <p>17 paragraphs that could be added to the Collection</p> <p>18 upon review and acceptance by ABG, correct?</p> <p>19 A. Yeah, that was the offer.</p> <p>20 Q. Okay. And you say those additional 25</p> <p>21 photographs are mostly portraits of Muhammad Ali</p> <p>22 that have commercial value and also -- and also</p> <p>23 photographs of Muhammad Ali's children, which were</p> <p>24 previously excluded because of an Agreement with</p> <p>25 MAE. That's -- that's the Agreement you referenced</p>	<p>1 CONFIDENTIAL</p> <p>2 right to use the photographs for books and editorial</p> <p>3 purposes, limited edition fine art prints, right?</p> <p>4 A. Right; that's correct.</p> <p>5 Q. And you also wanted a 10 percent royalty</p> <p>6 against fees collected by ABG from authorized</p> <p>7 licensees for advertising and advertising campaigns,</p> <p>8 correct?</p> <p>9 A. That's correct.</p> <p>10 Q. Okay. And you explain here how that</p> <p>11 royalty would work?</p> <p>12 A. That's right.</p> <p>13 Q. Okay. So, how did you come out with this</p> <p>14 figure of \$100,000 for the buyout? I --</p> <p>15 assignments, not just licenses, but assignments of</p> <p>16 all ownership rights in all of those photographs</p> <p>17 subject to the limitations we just discussed?</p> <p>18 A. Well, I looked at it like I couldn't do</p> <p>19 anything with them for advertising with them, for</p> <p>20 one. I couldn't -- they could without going through</p> <p>21 them. I couldn't do anything with merchandising.</p> <p>22 They owned all of the -- the rights to that, and I</p> <p>23 could still retain work for editorial books,</p> <p>24 exhibitions, fine art prints. So, I looked at it,</p> <p>25 like it might work out for both of us.</p>
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<p>1 CONFIDENTIAL</p> <p>2 earlier about how MAE couldn't use photographs of</p> <p>3 Muhammad Ali's children, correct?</p> <p>4 A. Right.</p> <p>5 Q. But now you were offering those</p> <p>6 photographs to MAE again?</p> <p>7 A. Well, I wanted to see if they would be</p> <p>8 interested in negotiating that clause out of -- out</p> <p>9 of the contract with Ali, so that they could be</p> <p>10 used. The children are older, and I think the</p> <p>11 protected value that are -- that are Ali originally</p> <p>12 had would be -- it was an idea that I had. I don't</p> <p>13 know if it was going to work or not, but I put it</p> <p>14 out there thinking that they would want to do that.</p> <p>15 Q. Okay. And your proposal was that you</p> <p>16 would offer this buyout in exchange for \$100,000,</p> <p>17 correct?</p> <p>18 A. That's correct.</p> <p>19 Q. And this wasn't just a license, right? It</p> <p>20 was --</p> <p>21 It was an assignment of all rights of</p> <p>22 ownership, correct?</p> <p>23 A. That's correct.</p> <p>24 Q. Okay. There were a few exceptions that</p> <p>25 you identified here. You wanted to maintain the</p>	<p>1 CONFIDENTIAL</p> <p>2 Q. Okay. Because your own ability to use the</p> <p>3 photographs was limited, right; by the fact that you</p> <p>4 don't control Muhammad Ali's rights of publicity,</p> <p>5 correct?</p> <p>6 A. Wait, say that again.</p> <p>7 Q. Your own ability to use the photographs</p> <p>8 was limited by the fact that you don't control</p> <p>9 Muhammad Ali's rights of publicity, correct?</p> <p>10 A. Not so much for publicity, but for</p> <p>11 products and merchandise.</p> <p>12 Q. Okay. So, in other words, you can't use</p> <p>13 the photographs in connection with products,</p> <p>14 merchandise, advertising, right, without --</p> <p>15 A. Permission.</p> <p>16 Q. -- without permission?</p> <p>17 A. Without Agreement permission from them.</p> <p>18 Q. With a permission from MAE, correct?</p> <p>19 A. That's correct.</p> <p>20 Q. Okay.</p> <p>21 A. That's correct.</p> <p>22 Q. And so --</p> <p>23 A. In fact, when I have an exhibition, I have</p> <p>24 to be very careful that its Michael Gaffney</p> <p>25 photographs of Muhammad Ali, or The Champ Muhammad</p>

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<p>1 CONFIDENTIAL</p> <p>2 Ali, but I can't use advertising of Ali's name</p> <p>3 unless it's connected to an exhibition. I can't use</p> <p>4 it for anything else.</p> <p>5 Q. Okay. But if MAE controls rights in the</p> <p>6 photographs, they don't need any further permission,</p> <p>7 right? Because they --</p> <p>8 They already have the permission to use</p> <p>9 the photographs in connection with merchandise, or</p> <p>10 products, or advertising, correct?</p> <p>11 A. During the term of my contract; yeah.</p> <p>12 Q. Okay.</p> <p>13 A. During the term of the contract. Like I</p> <p>14 said before, there's a beginning, there's an end.</p> <p>15 Q. Right. And so --</p> <p>16 So, in other words --</p> <p>17 So, let me ask a different question.</p> <p>18 So, how did you come up with the</p> <p>19 \$100,000-figure there?</p> <p>20 A. It sounded --</p> <p>21 It sounded like it might be engaging for</p> <p>22 them.</p> <p>23 Q. Okay.</p> <p>24 A. It might be attractive for them to have</p> <p>25 the Collection available.</p>	<p>1 CONFIDENTIAL</p> <p>2 You offered two different options,</p> <p>3 correct; Option A and Option B?</p> <p>4 A. I guess, yeah.</p> <p>5 Q. Okay. And Option A, again, involves the</p> <p>6 buyout for \$100,000, and Option B is a photo use fee</p> <p>7 of \$50,000 for the entire Michael Gaffney Collection</p> <p>8 for the term of four years, and then you wanted some</p> <p>9 changes to the compensation provisions, correct?</p> <p>10 A. Right.</p> <p>11 (Simultaneous</p> <p>12 speaking.)</p> <p>13 Q. The -- the right --</p> <p>14 (Simultaneous</p> <p>15 speaking.)</p> <p>16 Q. -- provisions, correct?</p> <p>17 A. Right.</p> <p>18 Q. Okay. You asked for a present in the</p> <p>19 5.1.1, in the royalty percentage, you wanted to</p> <p>20 increase it from 30 percent to 50 present?</p> <p>21 A. Okay.</p> <p>22 Q. And what do you expect to have from 5.1.1</p> <p>23 to 5.1.2?</p> <p>24 A. If they negotiate --</p> <p>25 If they wanted to use the photographs in</p>
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<p>1 CONFIDENTIAL</p> <p>2 Q. Okay.</p> <p>3 A. You know, you're --</p> <p>4 You know, there's a --</p> <p>5 Go ahead.</p> <p>6 Q. So, at the time, you thought that this was</p> <p>7 a good deal for you, right?</p> <p>8 A. Yeah, I wouldn't have offered it if I</p> <p>9 didn't think it was a good deal for me.</p> <p>10 Q. Right.</p> <p>11 MS. RUTHERFORD: Okay. Can we look</p> <p>12 at the document Bates numbered 156 to</p> <p>13 158, please, and can I have control,</p> <p>14 please.</p> <p>15 Q. Do you recognize this document?</p> <p>16 A. Yes, I do.</p> <p>17 Q. What is it?</p> <p>18 A. That's the --</p> <p>19 The second letter. The second email to</p> <p>20 Jasen Wright, and I'm not quite sure if he ever</p> <p>21 responded to the first one, and so I -- I offered up</p> <p>22 a -- another, I guess another -- another inducement</p> <p>23 and that was February 11th. It was -- we're now</p> <p>24 passed the -- the contract had expired already.</p> <p>25 Q. Okay. And what is your offer in this --</p>	<p>1 CONFIDENTIAL</p> <p>2 an advertisement, the fee would be negotiated.</p> <p>3 Q. Okay. So, that was --</p> <p>4 There was no change to that? That's the</p> <p>5 same as the original 5.1.2?</p> <p>6 A. That's in the original --</p> <p>7 No, not really. It's --</p> <p>8 It's different. I asked for 10 percent on</p> <p>9 the advertising in the first offer and on this one,</p> <p>10 but I reverted back into the contract, what's</p> <p>11 existing in the contract --</p> <p>12 Q. Okay.</p> <p>13 A. -- which is negotiation for an endorsement</p> <p>14 of goods or services.</p> <p>15 Q. Got it. But you didn't request any change</p> <p>16 to 5.2 with respect to marketing and promotional</p> <p>17 purpose use, correct?</p> <p>18 A. No, that was not --</p> <p>19 That was not considered an issue, because</p> <p>20 that was for the terms and conditions of the</p> <p>21 contract.</p> <p>22 Q. Right. In other words, you didn't want to</p> <p>23 change the terms and conditions of the original</p> <p>24 contract with respect to compensation or lack</p> <p>25 thereof for marketing and promotional purposes?</p>

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<p>1 CONFIDENTIAL</p> <p>2 Thank you.</p> <p>3 Okay. And can we scroll down to</p> <p>4 the bottom.</p> <p>5 Thank you.</p> <p>6 Q. Okay. This --</p> <p>7 This is one of your images, correct?</p> <p>8 A. Yes, it is.</p> <p>9 Q. Okay. And this is a screenshot of -- of</p> <p>10 ABG's Muhammad Ali verified social media site on --</p> <p>11 MS. RUTHERFORD: Excuse me, can you</p> <p>12 just scroll up, please.</p> <p>13 Q. Okay. This is a screenshot of Muhammad</p> <p>14 Ali's verified social media site, correct?</p> <p>15 A. That's what it says, "MAE/ABG," I don't</p> <p>16 know if that's the verified site.</p> <p>17 Q. Where are you looking?</p> <p>18 A. On the top here.</p> <p>19 MS. RUTHERFORD: Andrew, can you</p> <p>20 scroll down.</p> <p>21 We're going to mark this with the</p> <p>22 next exhibit number, please.</p> <p>23 (Whereupon, Document</p> <p>24 877 was marked as</p> <p>25 Exhibit 20 for</p>	<p>1 CONFIDENTIAL</p> <p>2 Q. Okay. But you recognize that this is your</p> <p>3 son Ian Gaffney liking the photo, correct?</p> <p>4 A. Yeah. I don't know how social media</p> <p>5 works, but it looks like you can share any</p> <p>6 photograph. So, I don't know where he shared it</p> <p>7 from or where he got it, but it was shared along</p> <p>8 with 88,000 others, it looks like.</p> <p>9 Q. Okay. Let's look at document number.</p> <p>10 Sorry, did your son ever appropriate to</p> <p>11 you that he saw your photographs on social media?</p> <p>12 MR. ALLEN: Jessica, as to what</p> <p>13 time?</p> <p>14 Q. Ever.</p> <p>15 A. That he --</p> <p>16 He's a big promoter of mine. I love the</p> <p>17 kid, but was I aware that he was doing this? I -- I</p> <p>18 probably saw it. So, was I aware of -- of</p> <p>19 everything he posts on the Internet? No; on social</p> <p>20 media? No, I'm not, but it looks like he posted</p> <p>21 this, and I don't know where he got it from. He</p> <p>22 might have been reposting it from somewhere.</p> <p>23 Q. Okay. But he never mentioned it to you;</p> <p>24 is that what you're saying, or did he?</p> <p>25 A. No, he didn't mention it.</p>
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<p>1 CONFIDENTIAL</p> <p>2 identification, as of</p> <p>3 November 20th, 2020.)</p> <p>4 Q. All right. So, that number down here,</p> <p>5 "MG-ABG/MAE0087," indicates that the document was</p> <p>6 produced by you -- by your attorneys to us.</p> <p>7 Have you ever seen this document before?</p> <p>8 A. No.</p> <p>9 Q. Okay. Do you know who created it?</p> <p>10 A. Who created it? I don't know. It looks</p> <p>11 like my son and 88,000 others liked it. I have no</p> <p>12 idea where the image came from; is that the</p> <p>13 question? Do I know who created it? I created the</p> <p>14 image.</p> <p>15 Q. No, I'm asking who created this document;</p> <p>16 where the document came from.</p> <p>17 A. Where this document came from?</p> <p>18 Q. Yes.</p> <p>19 A. That we're looking at right now?</p> <p>20 Q. Yes.</p> <p>21 A. Not the --</p> <p>22 Not the image, but who created the</p> <p>23 document, you're saying?</p> <p>24 Q. Correct.</p> <p>25 A. I don't know.</p>	<p>1 CONFIDENTIAL</p> <p>2 Q. Did anybody else ever mention to you that</p> <p>3 they've seen your photos on social media?</p> <p>4 A. No, not really. I mean, you know, if I</p> <p>5 was having a show, like I -- I put that stuff on</p> <p>6 there and, you know, do stuff along those lines, but</p> <p>7 people would acknowledge, you know, if I was having</p> <p>8 a show, an exhibition somewhere, but --</p> <p>9 Q. Okay.</p> <p>10 A. -- as far as posting of pictures, no, he</p> <p>11 didn't say anything to me.</p> <p>12 Q. Okay.</p> <p>13 MS. RUTHERFORD: Can we look at</p> <p>14 document number 782, please.</p> <p>15 Q. Okay. And you can see here, there's</p> <p>16 another -- it looks like a social media post, and it</p> <p>17 looks like down here Ian Gaffney liked this one as</p> <p>18 well; do you see that?</p> <p>19 A. Right.</p> <p>20 Q. Okay.</p> <p>21 A. These are --</p> <p>22 Kathy Hyra, I know. She's Debbie's</p> <p>23 sister. Anyway --</p> <p>24 Q. Did either of those people mention to you</p> <p>25 that they saw this --</p>

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<p>1 CONFIDENTIAL</p> <p>2 it's even close.</p> <p>3 Q. Okay.</p> <p>4 A. You have better records than I do of that.</p> <p>5 MS. RUTHERFORD: Can we look at</p> <p>6 document 1652, please.</p> <p>7 THE WITNESS: You did say 1652,</p> <p>8 right?</p> <p>9 MS. RUTHERFORD: That's it. That's</p> <p>10 the number of the document. So, an</p> <p>11 Excel spreadsheet --</p> <p>12 And can you make it bigger, so we</p> <p>13 can see the numbers there.</p> <p>14 THE WITNESS: Yeah, I can see it.</p> <p>15 MS. RUTHERFORD: Wow, you have</p> <p>16 better eyesight than I do.</p> <p>17 THE WITNESS: Well, I have glasses</p> <p>18 on, too, so --</p> <p>19 MS. RUTHERFORD: Okay.</p> <p>20 Andrew, can you make that a little</p> <p>21 bit bigger, so that we can see it?</p> <p>22 THE VIDEOGRAPHER: It's not letting</p> <p>23 me enlarge it. Okay. It's not letting</p> <p>24 me manipulate the document.</p> <p>25 MS. RUTHERFORD: Maybe if you turn</p>	<p>1 CONFIDENTIAL</p> <p>2 Q. Okay. And the last payment you received</p> <p>3 was in 2018, correct?</p> <p>4 A. Fifty-four cents.</p> <p>5 Q. \$5.53. \$4.53.</p> <p>6 A. Okay. I guess.</p> <p>7 Q. In other words, ABG continued to pay you,</p> <p>8 at least it is shown here, through 2018, correct;</p> <p>9 for your licensing --</p> <p>10 (Simultaneous</p> <p>11 speaking.)</p> <p>12 A. I don't know if they've continued to pay</p> <p>13 me.</p> <p>14 Q. I'm sorry?</p> <p>15 A. Where's you --</p> <p>16 The rest of 2018 and 2019 and 2020, I</p> <p>17 didn't receive anything.</p> <p>18 Q. This only goes through Q3 of 2018, right?</p> <p>19 A. Right.</p> <p>20 Q. But the royalties are sort of dropping</p> <p>21 off. So, \$4.53 in Q1 of 2018; this just doesn't</p> <p>22 show any royalties that were even actually due to</p> <p>23 you beyond that.</p> <p>24 A. Well, I don't know that -- what was due to</p> <p>25 me. I haven't received anything.</p>
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<p>1 CONFIDENTIAL</p> <p>2 it into a PDF; that did the trick last</p> <p>3 time.</p> <p>4 Q. Okay. Mr. Gaffney, I'm looking at --</p> <p>5 This was a document produced by ABG, and</p> <p>6 it shows the payment history to you for licensing of</p> <p>7 your photographs.</p> <p>8 A. Right.</p> <p>9 Q. And you see this column that says:</p> <p>10 "Submitted/paid to Gaffney," right? And</p> <p>11 the total is \$279.12; do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. And then it actually includes an</p> <p>14 overpayment of \$43.07, right?</p> <p>15 A. Okay.</p> <p>16 Q. This is all the payments made to you</p> <p>17 quarterly, paid to the --</p> <p>18 A. It's not all the payments; you missed</p> <p>19 2011, 2012.</p> <p>20 Q. Right. It's just 2013 through Q3 of 2018,</p> <p>21 right?</p> <p>22 A. Right.</p> <p>23 Q. Okay. And did you receive all these</p> <p>24 payments?</p> <p>25 A. Yes.</p>	<p>1 CONFIDENTIAL</p> <p>2 Q. Okay.</p> <p>3 MS. RUTHERFORD: And we can take</p> <p>4 that down.</p> <p>5 Q. And how much money have you generated from</p> <p>6 your use of the photos, Mr. Gaffney?</p> <p>7 A. Since I started exhibiting? Ballpark,</p> <p>8 \$30,000, roughly.</p> <p>9 Q. Okay. And that's from the sale of the</p> <p>10 prints and the sale of your book, correct?</p> <p>11 A. Yes; mh-hm.</p> <p>12 Q. Would it include anything else?</p> <p>13 A. Well, I mean, sale of prints, but it's</p> <p>14 also use in films, television, and I did, around the</p> <p>15 time, especially when Mr. Ali passed away, there was</p> <p>16 a lot of activity in this paperwork, a lot of</p> <p>17 newspaper work, Internet, Time Magazine, so --</p> <p>18 Q. Okay. And so we asked for copies of all</p> <p>19 licenses and agreements that you made with respect</p> <p>20 to the photos and you we received many documents.</p> <p>21 I'm just going to ask you, did you search</p> <p>22 for those documents?</p> <p>23 A. Yes.</p> <p>24 Q. And did you produce?</p> <p>25 A. Uh-huh.</p>

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<p>1 CONFIDENTIAL</p> <p>2 upon any expiration or termination of the Agreement,</p> <p>3 MAE may continue to exercise the license rights</p> <p>4 granted to it in Paragraph 1.1 with respect to all</p> <p>5 licenses and/or agreements made prior to the date of</p> <p>6 termination."</p> <p>7 Is that your understanding?</p> <p>8 A. Yes.</p> <p>9 Q. Is it your understanding that this doesn't</p> <p>10 cover anything other than licenses and --</p> <p>11 (Simultaneous</p> <p>12 speaking.)</p> <p>13 A. That was --</p> <p>14 Q. -- that would be covered in Paragraph 1.1?</p> <p>15 A. It covers only the terms and the</p> <p>16 conditions of the existing contract -- of the</p> <p>17 contract that was signed. Anything after that --</p> <p>18 (Simultaneous</p> <p>19 speaking.)</p> <p>20 Q. -- went to --</p> <p>21 It seems to indicate:</p> <p>22 "All lines and agreements will continue to</p> <p>23 exercise license rights," and my question for you</p> <p>24 is, is it your understanding that that includes only</p> <p>25 1.1.2, or in your mind, does it also include the</p>	<p>1 CONFIDENTIAL</p> <p>2 15. Let's do 15.</p> <p>3 THE WITNESS: Oops, you have to</p> <p>4 bring it down.</p> <p>5 Q. So, pursuant to this letter that you had</p> <p>6 sent --</p> <p>7 A. Wait a minute. I'm not on the same page.</p> <p>8 I'm on Jasen Wright here.</p> <p>9 Q. Yes.</p> <p>10 MR. ALLEN: This is Exhibit 15.</p> <p>11 Q. This is an email that you had sent to</p> <p>12 Jasen Wright.</p> <p>13 A. Okay. All right.</p> <p>14 Q. And you were making an offer to him to</p> <p>15 enter into a new deal; is that correct?</p> <p>16 A. Yes; that's correct.</p> <p>17 Q. Was this offer ever accepted?</p> <p>18 A. No, in fact --</p> <p>19 In fact, it -- it --</p> <p>20 He never agreed to it. I never agreed to</p> <p>21 it, and we got to a bargaining position where he</p> <p>22 said, "Look, we're going to keep the old contract.</p> <p>23 Take it or leave it."</p> <p>24 And I said, "I'm leaving it. I'm done."</p> <p>25 And that was --</p>
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<p>1 CONFIDENTIAL</p> <p>2 promotional and marketing purposes in 1.1.2?</p> <p>3 A. It provides the terms and conditions of</p> <p>4 the contract.</p> <p>5 Q. All right.</p> <p>6 A. Of --</p> <p>7 Q. Can we go --</p> <p>8 (Simultaneous</p> <p>9 speaking.)</p> <p>10 A. -- of products and services. Let me</p> <p>11 finish that.</p> <p>12 Q. Okay. So, you're saying that it's your</p> <p>13 understanding that that provision of 10.2 covers</p> <p>14 licenses for products and services?</p> <p>15 A. Yeah, it --</p> <p>16 And agreements made prior to the date of</p> <p>17 termination.</p> <p>18 Q. Right.</p> <p>19 A. Agreements made prior to the termination</p> <p>20 date.</p> <p>21 Q. All right.</p> <p>22 A. That would be -- okay.</p> <p>23 MR. ALLEN: Can we go to -- I think</p> <p>24 it's --</p> <p>25 I think it's either Exhibit 14 or</p>	<p>1 CONFIDENTIAL</p> <p>2 That was when I sent him the -- that</p> <p>3 termination email, which forbid them from continuing</p> <p>4 to use the photographs.</p> <p>5 Q. I see.</p> <p>6 A. Right.</p> <p>7 Q. Was that Exhibit 16?</p> <p>8 MR. ALLEN: Can we put up 16.</p> <p>9 A. That was March 4th, 2015.</p> <p>10 MR. ALLEN: Can we please put up</p> <p>11 Exhibit 16.</p> <p>12 Q. Is this --</p> <p>13 No, is that the wrong exhibit?</p> <p>14 A. That's not it.</p> <p>15 Q. Oh, it's Exhibit 19. Is this it?</p> <p>16 A. That's it. Yup. That was after our</p> <p>17 discussion that went on for, I guess a month and a</p> <p>18 half, and then finally, I wound up calling them and</p> <p>19 saying, "you haven't gotten back to me. What are</p> <p>20 you going to do?"</p> <p>21 And he said, "well, we're just not going</p> <p>22 to do anything with your offer, but we'd like you to</p> <p>23 sign the old contract and go with that."</p> <p>24 And I said, "absolutely not. I'm done."</p> <p>25 And then shortly after, within a couple of</p>